WARRANTY DEED

Grantor(s) name, address and phone:

Susan Peters Cooper 6350 Hwy. 51

Horn Lake, MS 38637

Home phone: (662) 393-8561 Work phone: (901) 605-9598 Grantee(s) name, address and phone:

Suzanne D. Cooper, Trustee of the

Suzanne Peters Family Trust dated October 12, 2011

6350 Hwy. 51

Horn Lake, MS 38637

Home phone: (662) 393-8561 Work phone: (901) 605-9598

Mississippi Bar No. 10597

Prepared by and after recording return to:

Edward T. Autry, Esq. Williams, McDaniel, Wolfe & Womack, P.C. 5521 Murray Road, Memphis, TN 38119-3717

This deed is prepared without benefit of title examination at the request of Grantor and Grantee.

Indexing Instructions: 2 acres in the SE 1/4, Sec. 35, Twp. 1, Range 8 West, DeSoto County, Mississippi

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid and other good and valuable considerations, the receipt of all of which is hereby acknowledged, Suzanne D. Cooper (formerly known as Susan Peters) does hereby sell, convey, and warrant unto Suzanne D. Cooper, Trustee of the Suzanne Peters Family Trust dated the 12th day of October, 2011, the land lying and being situated in DeSoto County, Mississippi, more particularly described as follows, to-wit:

See Legal Description attached hereto as Exhibit "A" and made a part hereof.

Prior instrument reference: Book 535, Page 35, of the conveyance records of DeSoto County, Mississippi. Suzanne D. Cooper is one and the same person as Susan Peters (as named in the prior deed), Suzanne Peters, Susan Cooper and Suzanne Cooper. Suzanne D. Cooper was formerly known as Suzanne Doerr or Suzanne Gurley.

The warranty in this deed is subject to rights-of-way and easements for public roads and public utilities, subdivision, and zoning regulations in effect in DeSoto County, Mississippi, and further subject to all applicable building restrictions, building lines and all easements and restrictive covenants of record.

It is agreed and understood that the taxes for the current year have been prorated as of this date on an estimated basis, and when said taxes are actually determined, if the proration as of this date is incorrect, then the Grantor(s) agree to pay to said Grantee(s) or their assigns any deficit on an actual proration.

Possession is to be given with delivery of this deed.

The Grantor states that the purpose of this deed is to transfer the entire right, title and interest of the Grantor in and to said real property to the Suzanne Peters Family Trust dated the 12th day of October, 2011. The trust is a revocable grantor trust established pursuant to the laws of the State of Tennessee. The Trustee and Successor Trustees are granted all right, power and authority, pursuant to Miss. Code Ann. § 91-9-101 through 91-9-119 (including any amendments thereto) and further have the full discretionary power to purchase, sell, convey, alter, repair, thereto) and mortgage or otherwise encumber any real estate, and to make and execute any leases thereon for any period, however long, and beyond the term of any trust, and to execute and deliver any deeds, conveyances, mortgages, deeds of trust, transfers and assignments, without the approval of any court, joinder of any beneficiary, and without disclosing any beneficiary of any trust.

In addition, the trust specifically provides that no person dealing with the Trustee in the capacity of purchaser, seller, acquirer, lender, tenant, lessor, lessee, contractant or otherwise shall be bound to inquire into the capacity to act on the part of the Trustee, or into the authority for, or the propriety of, any act thereof, or to see to the application or disposition of any money, or other property, paid, delivered or loaned to the Trustee. This trust contains spendthrift provisions

This transfer of real property is a transfer of residential property within the exemptions from any due on sale clause as provided in 12 USCA § 1701j-3 (d). This transfer is not a violation of any such due on sale clause contained in any lien affecting the real property.

WITNESS my signature in Memphis, Tennessee this 12th day of October, 2011.

**GRANTOR:** 

## STATE OF TENNESSEE COUNTY OF SHELBY

STATE
OF.
NOTARY
PUBLIC

MY COMMISSION EXPIRES: MAY 18, 2013

BEFORE ME, the undersigned Notary Public in and for the State and County aforesaid, duly commissioned and qualified, personally appeared Suzanne D. Cooper, the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged upon oath or affirmation that she executed the within instrument of her own free act and deed for the purposes therein contained.

WITNESS my hand, at office, in Memphis, Shelby County, Tennessee on this 12th day of October, 2011.

NOTARY PUBLIC

## **EXHIBIT A**

Real property located in the SW ¼ of Section 35, Township 1, Range 8 West in DeSoto County, Mississippi and being more particularly described as follows:

Two (2) acres in the Southeast Quarter of Section 35, Township 1, Range 8 West, described as beginning at an iron pin in the East rightof-way of U.S. Highway 51, said pin being 891.13 feet south of the north line of the southeast quarter of Section 35, Township 1, Range 8 West and also being the southwest corner of the Kilgore lot as recorded in Deed Book 76, Page 333, in the Chancery Clerk's office of DeSoto County, Mississippi; therice along the south line of said Kilgore lot 392.8 feet to an iron pin the southeast corner; thence north along the east line of said Kilgore lot 227.0 feet to an iron pin at the northeast corner; thence east along the north line of Lot 4 of the N. W. Hopper 202.16 acres, a distance of 306.7 feet to an iron pin; thence south and parallel to the east line of the Kilgore lot 252.8 feet to an iron pin; thence west at an interior angle of 85 degrees 30 minutes 709.5 feet to an iron pin in the east right of way of said Highway No. 51; thence north along the said highway rights of way 25.0 fee to the point of beginning; and another 2 acres in the Southeast Quarter of Section 35, Township 1, Range 8, described as beginning at an iron pipe in the east line of U.S. Highway No.51 (100 feet wide) at its intersection with the north line of the south half of the Northwest Quarter of the Southeast Quarter of said Section 35, said beginning being the northwest corner of Lot No. 4 of the R. L. Cooper survey of the N. W. Hopper 200 acres; running thence north 84 degrees and 21 minutes east (magnetic) along the north line of said south half following an old fence and hedge row a distance of 383.8 feet to an iron pipe; thence south 5 degrees 04 minutes east a distance of 227.0 feet to an iron pipe; thence south 87 degrees 21 minutes west a distance of 393.3 feet to an iron pipe in the east line of U.S. Highway No. 51; thence northwardly along the east line of said highway following a curve to the left having a radius of 16,370.3 feet a chord distance of 227.23 feet to the point of beginning.